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LOS ANGELES

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11 **UNITED STATES DISTRICT COURT**

12 **CENTRAL DISTRICT OF CALIFORNIA**

13 PETER VELASCO, CHRISTOPHER
14 WHITE, JACQUELINE YOUNG,
15 and CHRISTOPHER LIGHT, on
16 behalf of themselves and all others
17 similarly situated,

18 Plaintiffs,

19 v.

20 CHRYSLER GROUP LLC,

21 Defendant.

Case No. **CV 13-08080** -DDP
CLASS ACTION COMPLAINT (KBR/A)
DEMAND FOR JURY TRIAL

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CLASS ACTION COMPLAINT

1 Plaintiffs Peter Velasco, Christopher White, Jackie Young, and Christopher Light,
2 on behalf of themselves and all others similarly situated, allege as follows:

3 **NATURE OF THE CASE**

4 1. Plaintiffs and the Class members they propose to represent purchased or
5 leased 2008 model year Chrysler 300 and 2011-2012 model year Jeep Grand Cherokees,
6 Dodge Durangos, and Dodge Grand Caravans equipped with defective Totally Integrated
7 Power Modules, also known as TIPMs. The TIPM controls and distributes power to all of
8 the electrical functions of the vehicle, including the vehicle safety and ignition systems.
9 Vehicles equipped with defective TIPMs progress through a succession of symptoms that
10 begin with an inability to reliably start the vehicle and lead to, among other things, the
11 vehicle not starting, the fuel pump not turning off and the engine stalling while driving.

12 2. The problem is so widespread that the part is on national backorder, taking
13 weeks and sometimes months for a replacement part to become available. Chrysler
14 however, does not acknowledge the problem, leaving consumers, dealers and auto
15 technicians to sort it out themselves. Consequently, consumers are stuck with inoperable
16 vehicles for weeks and months on end, forced to pay for unnecessary repairs and car
17 rental costs, and have to pay over \$1,000 for the TIPM replacement not knowing whether
18 the replacement part suffers from the same defect.

19 3. Plaintiffs therefore bring this action on behalf of a proposed nationwide class
20 of consumers who purchased or leased Chrysler vehicles equipped with the defective
21 TIPM, or, in the alternative, on behalf of statewide classes of consumers who purchased
22 or leased their Chrysler vehicles in California, Maryland, and Florida.

23 **PARTIES**

24 4. Plaintiff Peter Velasco is a citizen and resident of Harbor City located in the
25 City and County of Los Angeles, California.

26 5. Plaintiff Christopher H. White is a citizen and resident of Odenton,
27 Maryland, located in the County of Anne Arundel.

28

1 13. Class vehicles are factory equipped with a Totally Integrated Power Module
2 which is located in the vehicle engine compartment. The TIPM consists of a computer,
3 relays, and fuses, and controls and distributes power to all of the vehicles' electrical
4 systems. These electrical systems include the vehicles' safety systems, security system,
5 ignition system, electrical powertrain as well as the vehicles' comfort and convenience
6 systems which include such components as the air bags, fuel pump, windshield wipers,
7 headlights, turn signals, and power windows and doors.

8 14. The TIPM installed in Class Vehicles fails to reliably control and distribute
9 power to various vehicle electrical systems and component parts. Typically, the defect
10 manifests as an inability to reliably start the vehicle and progressively escalates to the
11 vehicle failing to start all together and, in some instances, the vehicle stalling during
12 operation. Vehicle owners also have problems with the fuel pump not shutting off and
13 random and uncontrollable activity of the horn, windshield wipers, alarm system, door
14 locks, and airbags.

15 15. Below are some examples of complaints lodged with the National Highway
16 Traffic Safety Administration ("NHTSA") reflecting consumers' concerns about the
17 safety risks of driving with a defective TIPM:

- 18
19 • TOTALLY INTEGRATED POWER MODULE IS GOING OUT ON
20 MULTIPLE JEEP VEHICLES. THE TIPM CONTROLS LIGHTS, HORNS,
21 WIPERS, AIR BAGS, ETC. WHEN THE PART QUILTS WORKING IT CAUSES
22 MULTIPLE ISSUES WITH THE VEHICLE. THE VEHICLE WILL NOT
23 START, WHICH CAN LEAVE THE OWNER STRANDED. THE WIPERS,
24 HORN, ETC., JUST TURN ON, WHICH COULD CAUSE AN ACCIDENT.
25 AND THE AIR BAGS MAY NOT DEPLOY IF IN AN ACCIDENT. THE TIPM
26 IS ON NATIONAL BACK ORDER, WHICH MEANS WAITING WEEKS FOR
27 REPAIR AND CHRYSLER IS REFUSING TO PAY FOR A RENTAL CAR
28 FOR THE OWNER, AND WILL, THE REPLACEMENT LAST LONGER
THAN THE ORIGINL? THE VEHICLE NEEDS TO BE RECALLED AND
REPLACED.
- CAR WON'T STOP. TIPM FUSE EXPLODED. JEEP DEALER SAYS I WONT
HAVE A CAR FOR 2 WEEKS AND JEEP WON'T COVER THIS MAIN
STREAM ISSUE. I FOUND 1200 COMPLAINTS ON THE SAME ISSUE. WE
WANT EXTENDED WARRANTY OR FULL RECALL ON ALL JEEP GRAND

1 CHEROKEES. 2011 AND 2012. PEOPLE CAN DIE IF THEIR CAR SHUTS
2 OFF ON THE HIGHWAY. I WAS WARNED I CAN DIE IF I DRIVE THIS
3 JEEP BY SHAVER JEEP IN THOUSAND OAKS, CA. TIPM NEEDS RECALL
4 AND WILL END UP KILLING JEEP OWNERS.

- 5 • MY PROBLEM IS WITH MY TOTALLY INTEGRATED POWER MODULE
6 (TIPM). IT IS FAULTY AND NEEDS REPLACED AND SO ARE 25,000
7 OTHER 2011 VEHICLES IN THE USA. PART IS ON BACKORDER AND
8 THERE IS A BUSINESS PROBLEM WITH THE VENDOR. I AM FLAGGING
9 THIS SITUATION AS A LIFE, HEALTH, AND SAFETY MATTER BECAUSE
10 YOU HAVE ON FILE 5-2011 JEEP GRAND CHEROKEE ACCIDENTS
11 WHERE THE AIR BAGS WERE WRITTEN UP IN THE POLICE REPORTS
12 AS NOT DEPLOYING. THIS GOES RIGHT BACK TO THE TIPM WHICH IS
13 THE BRAIN OF THE WHOLE VEHICLE. THE AIR BAGS ARE WIRED IN
14 TO THE TOTALLY INTEGRATED POWER MODULE. THIS IS THE CASE
15 WHERE YOU NEED TO CONNECT THE DOTS. THERE ARE THOUSANDS
16 OF US OUT THERE THAT WON'T START BECAUSE WE NEED THE TIPM.
17 WHAT ABOUT THE OTHER THOUSANDS OUT THERE THAT DIDN'T
18 DEVELOP THE FAULT YET IN THE TIPM BUT IN THE EVENT OF AN
19 ACCIDENT THE ODDS THAT THE AIR BAGS DON'T DEPLOY HAS BEEN
20 GREATLY INCREASED. THIS CONSUMER/JEEP OWNER HAS NO FAITH
21 AT ALL THAT MY BAGS WILL EVER DEPLOY WHEN NEEDED. WHEN
22 MY JEEP IS RETURNED TO ME I AM IMMEDIATELY TRADING IT IN.
23 NHSTA NEEDS TO FORCE CHRYSLER TO MAKE A RECALL; THEY WILL
24 NEVER DO IT ON THEIR OWN.

16 16. The defect is so widespread that replacement parts are on national backorder
17 forcing consumers to wait weeks or months to have their TIPMs replaced. In the
18 meantime, Chrysler dealerships and auto technicians are advising many Class members
19 not to drive their vehicles until the TIPM is replaced, due to safety risks. The financial
20 burden on consumers is reflected in several hundred complaints filed with NHTSA, like
21 this one below:

- 22 • I WOULD LIKE TO PLACE A FORMAL COMPLAINT AGAINST
23 CHRYSLER GROUP, LLC. MY FAMILY ALONG WITH SEVERAL
24 HUNDREDS, IF NOT THOUSANDS OF OTHER 2011 JEEP GRAND
25 CHEROKEE OWNERS. THIS ISSUE IS AROUND THE TIPM DEVICE THAT
26 SEEMS TO BE FAILING ON MY AND MANY CONSUMER'S VEHICLES
27 DATING BACK TO THE EARLY PART OF 2013. THE PROBLEM IS THE
28 DEALER, NOR THE CHRYSLER GROUP DOESN'T HAVE AN IDEA WHEN
THIS PART WILL BE AVAILABLE LEAVING MANY OF US WITHOUT A
CAR FOR AN UNDETERMINED AMOUNT OF TIME. THIS PART (TIPM)
NEEDS TO BE PLACED ON OFFICIAL RECALL BY THE CORPORATION
AND UNTIL IT ACTUALLY IS.... IT HAS PLACED UNDUE FINANCIAL

1 STRAIN ON MANY OF THE OWNERS OF THE JEEP. WE ARE EXPECTED
2 BY THE BANKS TO CONTINUE PAYING OUR CAR NOTE, ALONG WITH
3 INSURNACE. NOW CHRYSLER IS SAYING THAT WE MUST ALSO COME
4 OUT OF POCKET FOR RENTALS TO REPLACE THE VEHICLES WE HAVE
5 AND OR PAYING FOR UNTIL THEY RESOLVE THE ISSUE. THIS IS NOT
6 RIGHT ON SO MANY LEVELS AND APPARENTLY THEY CAN GET
7 AWAY WITH THIS WITHOUT RECOURSE. IN CONCLUSION, JUST
8 ASKING THE JUSTICE DEPARTEMENT TO LOOK INTO THIS ISSUE AND
9 ASSIST US CONSUMERS BEING HELD HOSTAGE BY CHRYSLER
10 GROUP, LLC.

11 **Chrysler Refuses to Acknowledge the TIPM Defect**

12 17. Chrysler has long been aware of the issues involving its Totally Integrated
13 Power Modules. In 2007, a defect in the TIPM forced Chrysler to recall 80,894 Jeep
14 Wranglers and Dodge Nitro vehicles after an investigation by NHTSA. Defective
15 TIPMs in the vehicles contained a software glitch “that may allow the engine to stall
16 under certain operating conditions. This could cause a crash without warning.” Over
17 200 people lodged detailed complaints with NHTSA describing these engine stalls. This
18 defect in the TIPM resulted in several crashes and injuries before Chrysler recalled the
19 affected vehicles.

20 18. Despite the fact that previously defective TIPMs resulted in several crashes
21 and injuries, Chrysler remains silent as TIPM parts go on national backorder and
22 thousands of complaints are lodged regarding ignition problems and stalling as a result of
23 the defective TIPMs in Class Vehicles.

24 19. Chrysler’s refusal to publically acknowledge the defect has left Class
25 members completely in the dark. Chrysler’s failure to notify consumers, dealerships, or
26 auto technicians prevents the TIPM problem from being efficiently diagnosed.
27 Consumers whose vehicles’ TIPMs have not yet failed do not know to look out for early
28 warning signs of the defect and auto technicians have trouble diagnosing the TIPM as the
root cause. As a result, many consumers are unaware they are driving unsafe and
unreliable vehicles and are spending hundreds to thousands of dollars on unnecessary
repairs on what appear to be dead batteries, faulty fuel pumps and wireless ignition node
 (“WIN”) modules, and other issues that are actually caused by the defective TIPM.

1 Adding insult to injury, after consumers spend significant sums to replace the defective
2 TIPM, Chrysler does not make any reassurances that the replacement TIPM is not
3 similarly defective or that the vehicles' airbag system has not been affected.

4 **Plaintiff Peter Velasco's Experience**

5 20. In March 2009, Plaintiff Velasco purchased a certified Pre-Owned 2008
6 Chrysler 300 with an extended warranty from the Cerritos Chrysler dealership in
7 Cerritos, California. Mr. Velasco's Chrysler 300 came with a factory-equipped TIPM.

8 21. Mr. Velasco bought his 2008 Chrysler 300 because he needed a reliable
9 vehicle for his family. At the time Mr. Velasco bought the car he had one child and his
10 wife was pregnant. He chose the Chrysler 300 because it was a large reliable vehicle that
11 could accommodate his growing family. After his second child was born with a chronic
12 health condition, Mr. Velasco has relied on his Chrysler to take his daughter to and from
13 the children's hospital.

14 22. Beginning in late 2010, Mr. Velasco began to experience electrical problems
15 with his vehicle. On a few occasions while Mr. Velasco was driving his car the horn
16 would randomly go off, sometimes for thirty seconds up to a minute. Unaware these
17 were symptoms of a larger issue with the vehicle's electrical system, Mr. Velasco and his
18 wife continued to drive himself and his family in his Chrysler 300.

19 23. In early 2011, Mr. Velasco noticed that his radio would not turn on and the
20 lights in the vehicle dashboard would not light up.

21 24. In August 2013, Mr. Velasco's car began stalling while he was driving. On
22 one occasion the car stalled while on a bridge while his wife was driving to work and it
23 took Mr. Velasco's wife several minutes to start the vehicle while it was stalled in the
24 middle of the road. On another occasion, Mr. Velasco's car stalled on the freeway when
25 he was driving his wife and two children from his daughter's birthday party. Mr. Velasco
26 was driving approximately 65 miles per hour when his car's power shut off and the car
27 decelerated to a full stop in the middle of the freeway. Mr. Velasco tried for several
28 minutes to restart the car until the car eventually turned back on.

1 25. Concerned about the safety risks of continuing to drive the car, Mr. Velasco
2 brought his Chrysler 300 to an independent mechanic to get a diagnosis in early October,
3 2013. The mechanic kept Mr. Velasco's car for a week and a half while he made other
4 repairs to the vehicle and attempted to diagnose the electrical problems. While the
5 mechanic was test-driving Mr. Velasco's vehicle and the car stalled and would not
6 restart. The mechanic told Mr. Velasco he could not fix the car and that Mr. Velasco
7 would have to contact a Chrysler dealership to deal with the stalling issue. Mr. Velasco
8 had AAA tow his car to the Scotts Robinson Chrysler dealership in Torrance,
9 California.

10 26. The Scotts Robinson Chrysler dealership ran a diagnostic test and
11 determined Mr. Velasco's WIN module would need to be replaced. The WIN, however,
12 is on national backorder and the dealership and Chrysler corporate do not know when the
13 part will be available. According to the dealership, the part could take as long as a month
14 and a half to come in. Because the car died while the windows were rolled down Mr.
15 Velasco was forced to seal the windows with tape and plastic to protect the inside of the
16 vehicle from weather damage while it waits at the dealership.

17 27. To date, Mr. Velasco's Chrysler is inoperable and remains at the Chrysler
18 dealership waiting for a repair. In the meantime, Chrysler would only provide Mr.
19 Velasco with a 5-day replacement vehicle rental, forcing Mr. Velasco to pay for a rental
20 car while he waits for the repair. Mr. Velasco is unsure if the WIN module replacement
21 will even address all his electrical problems as the TIPM defect is often times
22 misdiagnosed. Mr. Velasco is concerned that he is going to spend a significant amount of
23 money to replace the WIN module and keyless remotes for his vehicle and then be forced
24 to replace the vehicle's TIPM.

25 **Plaintiff Christopher White's Experience**

26 28. In May 2011, Plaintiff White purchased a new 2011 Jeep Grand Cherokee
27 from the Fred Frederick Chrysler dealership in Laurel, Maryland. Mr. White's Jeep came
28 with a factory-equipped TIPM.

1 29. Mr. White purchased his 2011 Jeep Grand Cherokee because he needed a
2 reliable vehicle for his job which required heavy commuting.

3 30. With around 30,000 miles on his Jeep and still under warranty, Mr. White
4 began experiencing numerous problems with his vehicle. Mr. White's vehicle began to
5 have trouble starting and several times the car stalled while he was driving. On one
6 occasion, Mr. White was driving on the highway at 70 miles per hour when the car
7 stalled. Concerned about the safety and reliability of his vehicle, Mr. White took his
8 Jeep to a local repair shop. The local repair performed a fuel flush on the vehicle and
9 replaced the vehicle's spark plugs.

10 31. Less than a year later, Mr. White began experiencing more problems with
11 his vehicle. Occasionally when Mr. White would unlock his car the horn and windshield
12 wipers would activate. Mr. White also continued to have trouble starting his car. Mr.
13 White took his vehicle in for a second time, this time to the Chrysler dealership, where
14 the problem was diagnosed as the battery in the vehicle's keyless entry remote. Mr.
15 White paid to have the batteries replaced.

16 32. Despite the battery replacement, Mr. White continued to have problems with
17 starting the vehicle and stalling. At this time, Mr. White noticed that the vehicle's fuel
18 pump was not shutting off after he turned off the vehicle, draining the vehicle's battery.
19 Concerned again with the safety and reliability of his vehicle, Mr. White returned to the
20 local repair shop which diagnosed the problem as a faulty fuel pump. Mr. White paid
21 approximately \$2,215.74 to have the fuel pump repaired and the battery replaced.
22 Despite the repair Mr. White continued to experience problems with his ignition and
23 stalling. The repair shop then diagnosed the problem as a faulty TIPM, but told Mr.
24 White that TIPMs were on national backorder. Mr. White's vehicle was transferred to a
25 Chrysler dealership to wait for the new TIPM.

26 33. Mr. White contacted Chrysler customer care but received very limited
27 information. Despite the fact that Mr. White's electrical problems began when his
28 vehicle was still under warranty, Chrysler customer care told him that his vehicle was

1 now no longer under warranty and would have to pay out of pocket for the repair and any
2 rental cars. Mr. White spent approximately \$1095.35 on a rental car while he waited for
3 the repair. No longer able to afford the high cost of the rental car, Mr. White was forced
4 to buy another car.

5 34. On September 25, 2013, two months later, Mr. White's vehicle was finally
6 repaired. Mr. White paid approximately \$1,349.59 to have the TIPM fixed. Mr. White
7 does not know if the new TIPM is an upgraded part or is similarly defective. Mr. White
8 believes the value of his vehicle is diminished as result of the defective TIPM.

9 **Plaintiff Jacqueline Young's Experience**

10 35. In January 2011, Plaintiff Young purchased a new 2011 Jeep Grand
11 Cherokee from the Thompson Chrysler dealership in Baltimore, Maryland. Ms. Young's
12 vehicle came with the factory-installed TIPM.

13 36. Ms. Young purchased her 2011 Jeep Grand Cherokee because she
14 considered Jeep trucks to be sturdy and reliable vehicles that would not leave her
15 stranded. She bought her vehicle to commute to work and transport her family. This was
16 Ms. Young's third Jeep vehicle.

17 37. In July 2013, with a little more than 40,000 miles on her vehicle, Ms. Young
18 began having trouble starting her car. On several occasions the ignition would make a
19 prolonged grinding noise and the car would have trouble starting. Initially believing the
20 problem was with her electronic keyless entry remote, Ms. Young changed her keys.
21 Despite switching keys, the problem continued to progress with time, forcing Ms. Young
22 to spend more and more time getting her vehicle started, typically around 15 minutes
23 each time.

24 38. Frustrated with the increasing difficulty of starting her vehicle, and
25 concerned that it would leave her and her family stranded, in early September 2013, Ms.
26 Young took her Jeep to the Thompson Chrysler dealership, in Baltimore, Maryland. The
27 dealership told her that the TIPM in her Jeep needed to be replaced, and that the
28 replacement TIPM would cost her approximately \$1,280.

1 39. Ms. Young put down a \$200.00 deposit for the new TIPM but the dealership
2 could not tell her when it would be able to fix her car and told her that she was number
3 1,501 on a waiting list for a new TIPM. When Ms. Young asked the dealership if it
4 would provide her with a loaner vehicle while she waited she was told that Chrysler
5 corporate did not have such a policy. The dealership suggested she contact Chrysler
6 directly.

7 40. Ms. Young contacted Chrysler and initiated a claim to obtain an expedited
8 TIPM and was told she would be called back. Five days later, Ms. Young had not heard
9 back from Chrysler, so she called back. The customer service representative told Ms.
10 Young that it was not Chrysler's policy to provide loaner-vehicles or rental cars.
11 Needing her car to commute to and from work, Ms. Young rented a car for approximately
12 \$300.00 a week. Ms. Young waited approximately three weeks for her car to be repaired
13 and paid approximately \$1,052.85 for a rental car.

14 41. Ms. Young's vehicle was repaired for \$1,036.30 and in total paid \$2,089.15,
15 together with rental car expenses, as a result of the defective TIPM. Ms. Young does not
16 know if the newly installed TIPM is an upgraded part or is similarly defective.

17 **Plaintiff Christopher Light's Experience**

18 42. In November 2012, when his wife became pregnant with their third child,
19 Mr. Light bought a used 2011 Dodge Grand Caravan, from the Kia dealership in
20 Clearwater, Florida, to accommodate his growing family. Mr. Light's Dodge Caravan
21 came with a factory-installed TIPM.

22 43. In February 2013, while out shopping one day with his pregnant wife and
23 young children, Mr. Light returned to his vehicle to discover one of the van doors open
24 and the keyless entry remote unresponsive. Mr. Light then attempted to start the vehicle
25 but the vehicle would not respond. Mr. Light contacted AAA to have the vehicle towed
26 and waited for an hour with his family in the parking lot for the tow truck to arrive. The
27 tow truck driver told Mr. Light he would not be able to give his children a ride home
28 because his young children needed car seats. A family friend came to pick up Mr.

1 Light's wife and small children as he had the car towed to his home. In the morning, Mr.
2 Light contacted AAA again to have his vehicle towed to the Fitzgerald's Countryside
3 Chrysler dealership.

4 44. The dealership determined that the problem was with the vehicle's Wireless
5 Ignition Node or "WIN" module. Mr. Light paid a \$250 deductible under his extended
6 warranty agreement to repair the WIN. The dealership told Mr. Light that he would be
7 reimbursed for his rental car during the time of the repair under extended warranty
8 agreement. Mr. Light, however, was only reimbursed for three of the five days of his
9 rental, because the extended warranty did not cover car rentals due to delayed or back
10 ordered parts and thus incurred an additional car rental expense of approximately
11 \$200.00. Since the repair to the WIN, Mr. Light continued to experience problems with
12 his van doors opening randomly on their own.

13 45. Six months later, in early August 2013, Mr. Light's vehicle once again
14 failed to start, leaving his wife and young children stranded at home. Mr. Light took off
15 work to come home and deal with the car. Mr. Light contacted AAA and determined the
16 battery had died and paid approximately \$125.00 dollars for a replacement. The day after
17 installing the new battery, Mr. Light's vehicle again would not start. Mr. Light had AAA
18 tow his vehicle to a car repair shop and paid approximately \$45.00 for an electrical
19 diagnostic. The repair shop determined the problem was with the vehicle's fuel pump and
20 prepared a cost estimate to fix the problem. Mr. Light's extended warranty would not
21 cover the estimate so Mr. Light contacted AAA to have the vehicle towed to Fitzgerald's
22 Countryside Chrysler dealership.

23 46. The dealership told Mr. Light that the problem was not with the fuel pump
24 but rather with the TIPM, a part that is on national backorder. The dealership did not
25 know when a replacement TIPM would be available for Mr. Light's vehicle, and had
26 three other inoperable vehicles in their service department awaiting TIPM repairs. The
27 dealership told Mr. Light that it was lucky to receive even one TIPM per week. The
28 dealership provided Mr. Light with a loaner vehicle while he waited.

1 47. Frustrated there was no timeframe for the repair, Mr. Light contacted the
2 Dayton Andrews Dodge dealership in Clearwater, Florida, and asked whether it had any
3 TIPMs. The dealership told him that the part was on national backorder and because he
4 was not a high priority customer it would likely take approximately two months.

5 48. On September 17, 2013, nearly a month later, the Fitzgerald's Countryside
6 Chrysler dealership told Mr. Light that it still did not know when they would receive the
7 new TIPM for his vehicle.

8 49. On September 20, 2013, the dealership notified Mr. Light that it had
9 received the part and repaired his vehicle. Because the repair was unexpected, Mr. Light
10 was forced to arrange a late payment of his rent in order to pay the \$250.00 deductible
11 under his extended warranty to repair the TIPM.

12 50. To date, Mr. Light has not received any reassurances that the new TIPM is
13 not defective, and remains concerned that he will have to replace the TIPM again in the
14 future.

15 **Chrysler Has Exclusive Knowledge of the TIPM Defect and Refuses to Recall**
16 **Impacted Vehicles**

17 51. Chrysler has long known that it equipped Class Vehicles with defective
18 TIPMs. Chrysler has exclusive access to information about the TIPM defect through its
19 dealerships, pre-release testing data, warranty data, customer complaint data, and
20 replacement part sales data, among other sources of aggregate information about the
21 problem. In contrast, the TIPM defect was not known or reasonably discoverable by the
22 Plaintiffs and Class members prior to purchase and without experiencing the defect first
23 hand and exposing themselves to an unreasonable safety risk.

24 52. Despite the pervasive failures of the TIPM in the Class Vehicles, Chrysler
25 has not issued a recall, nor has Chrysler acknowledged that the TIPM is defective or
26 notified current owners and lessees of the potential safety risks in operating a vehicle
27 with a defective TIPM.

28

1 53. Chrysler has not compensated consumers for the losses that have resulted
2 from the defect nor has Chrysler made it clear to consumers forced to replace the TIPM
3 whether the replacement is an upgraded part or just another defective TIPM.

4 54. Chrysler knew that potential car buyers and lessees would deem the defect
5 in the TIPM to be material such that reasonable consumers who knew of the defect either
6 would have paid less for the Class Vehicles or would not have purchased or leased a
7 Class Vehicle at all.

8 55. As a result of Chrysler's practices, Plaintiffs and Class members purchased
9 vehicles they otherwise would not have purchased, paid more for those vehicles than they
10 would have paid, were subjected to an unreasonable risk to their safety, and paid, and will
11 continue to pay, repair costs and out-of-pocket costs for alternative transportation as a
12 result of the TIPM defect and the long waiting time for replacement parts.

13 56. The TIPM defect has resulted in several thousand consumers incurring
14 substantial expenses they could not and would not have expected to pay when they
15 purchased the Class Vehicles, including the high cost of repair, the costs of making
16 unnecessary repairs, and the additional expense of securing alternative transportation
17 while waiting for the backordered TIPM.

18 **CLASS ACTION ALLEGATIONS**

19 57. Plaintiffs bring this action on behalf of themselves and a class of persons
20 initially defined as follows:

21 All persons in the United States who purchased or leased Class Vehicles
22 installed with the TIPM, or, alternatively, all persons in California,
23 Maryland, and Florida who purchased or leased Class Vehicles installed
24 with the TIPM.

25 58. Excluded from the Class are Chrysler and Chrysler Group, LLC; any
26 affiliate, parent, or subsidiary of Chrysler or Chrysler Group, LLC; any entity in which
27 Chrysler or Chrysler Group, LLC, has a controlling interest; any officer, director, or
28 employee of Chrysler or Chrysler Group, LLC; any successor or assign Chrysler or

1 Chrysler Group, LLC; anyone employed by counsel for Plaintiffs in this action; any
2 Judge to whom this case is assigned as well as his or her immediate family and staff; and
3 anyone who purchased a Class Vehicle for the purpose of resale.

4 59. This action has been brought and may properly be maintained on behalf of
5 the Class proposed above under the criteria of Federal Rule of Civil Procedure Rule 23.

6 60. Numerosity. Members of the Class are so numerous that their individual
7 joinder herein is impracticable. Hundreds of thousands of Class Vehicles have been sold
8 or leased in the United States. Class members may be notified of the pendency of this
9 action by mail, supplemented (if deemed necessary or appropriate by the Court) by
10 published notice.

11 61. Existence and predominance of common questions. Common questions of
12 law and fact exist as to all members of the Class and predominate over questions
13 affecting only individual Class members. These common questions include the
14 following:

- 15 a. Whether Class Vehicles suffer from the TIPM defect;
- 16 b. Whether the TIPM defect constitutes an unreasonable safety risk;
- 17 c. How long Chrysler has known of the defect;
- 18 d. Whether the defective nature of the TIPM constitutes a material fact;
- 19 e. Whether Chrysler has a duty to disclose the defective nature of the
20 TIPM to Plaintiffs and the Class
- 21 f. Whether Chrysler has violated California's Consumers Legal
22 Remedies Act, Civ. Code §1750, *et seq.*, as alleged in this complaint;
- 23 g. Whether Chrysler has engaged in unlawful, unfair, or fraudulent
24 business practices in violation of Business and Professions Code §
25 17200 *et seq.*, as alleged in this complaint;
- 26 h. Whether Chrysler has violated the Maryland Consumer Protection
27 Act, Md. Code Com. Law § 13-101, *et seq.*, as alleged in this
28 complaint;

- 1 i. Whether Chrysler has violated Florida’s Deceptive and Unfair Trade
2 Practices Act, Fla. Stat. § 501.201, *et seq.*, as alleged in this
3 complaint;
4 j. Whether Plaintiffs and the other Class members are entitled to
5 equitable relief, including but not limited to restitution or a
6 preliminary and/or permanent injunction; and
7 k. Whether Plaintiffs and the other Class members are entitled to
8 damages and other monetary relief.

9 62. Typicality. Plaintiffs’ claims are typical of the claims of the Class, because,
10 among other things, Plaintiffs purchased Class Vehicles, which contain the same
11 defective TIPM found in all other Class Vehicles.

12 63. Adequacy. Plaintiffs are adequate representatives of the Class because their
13 interests do not conflict with the interests of the members of the Class they seek to
14 represent. Plaintiffs have retained counsel competent and experienced in complex class
15 action litigation, and Plaintiffs intend to prosecute this action vigorously. The interests of
16 members of the Class will be fairly and adequately protected by Plaintiffs and their
17 counsel.

18 64. Superiority. The class action is superior to other available means for the fair
19 and efficient adjudication of this dispute. The injury suffered by each Class member,
20 while meaningful on an individual basis, is not of such magnitude as to make the
21 prosecution of individual actions against Chrysler economically feasible. Even if Class
22 members themselves could afford such individualized litigation, the court system could
23 not. In addition to the burden and expense of managing many actions arising from the
24 TIPM defect, individualized litigation presents a potential for inconsistent or
25 contradictory judgments. Individualized litigation increases the delay and expense to all
26 parties and the court system presented by the legal and factual issues of the case. By
27 contrast, the class action device presents far fewer management difficulties and provides
28

1 the benefits of single adjudication, economy of scale, and comprehensive supervision by
2 a single court.

3 65. In the alternative, the Class may be certified because:

- 4 a. the prosecution of separate actions by the individual members of the
5 Class would create a risk of inconsistent or varying adjudication with
6 respect to individual Class members which would establish
7 incompatible standards of conduct for Chrysler;
- 8 b. the prosecution of separate actions by individual Class members
9 would create a risk of adjudications with respect to them which
10 would, as a practical matter, be dispositive of the interests of other
11 Class members not parties to the adjudications, or substantially impair
12 or impede their ability to protect their interests; and
- 13 c. Chrysler has acted or refused to act on grounds generally applicable to
14 the Class, thereby making appropriate final and injunctive relief with
15 respect to the members of the Class as a whole.

16 **FIRST CAUSE OF ACTION**

17 **(Violation of the Consumers Legal Remedies Act,
18 Cal. Civ. Code. §§ 1750, *et seq.*)**

19 66. Plaintiff Velasco, on behalf of himself and all others similarly situated,
20 realleges as if fully set forth, each and every allegation set forth herein.

21 67. Chrysler is “person” within the meaning of Civil Code sections 1761(c) and
22 1770, and provided “goods” within the meaning of California Civil Code section 1761(b)
23 and 1770.

24 68. Plaintiff Velasco and members of the class are “consumers” within the
25 meaning of Civil Code section 1761(d) and 1770, and have engaged in a “transaction”
26 within the meaning of Civil Code section 1761(e) and 1770.

27 69. As set forth herein, Chrysler’s acts and practices, undertaken in transactions
28 intended to result and which did result in the sale or lease of Class Vehicles, violate
Section 1770 of the Consumers Legal Remedies Act in that: (a) Chrysler represents that

1 its goods have sponsorship, approval, characteristics, uses or benefits which they do not
2 have; (b) Chrysler advertises its goods with intent not to sell them as advertised; (c)
3 Chrysler represents that a transaction confers or involves rights, remedies, or obligations
4 which it does not have or involve; and (d) Chrysler represents that its goods have been
5 supplied in accordance with a previous representation when they have not.

6 70. The acts and practices engaged in by Chrysler that violate the Consumers
7 Legal Remedies Act include failing to disclose, at the point of sale or otherwise, that the
8 TIPM is defective and poses a safety hazard.

9 71. Had Chrysler adequately disclosed information about the headlight
10 assembly defect, Plaintiff, Class members, and a reasonable consumer would not have
11 purchased, and/or would have paid less for their Class Vehicles.

12 72. Pursuant to the provision of California Civil Code § 1780, Plaintiff seeks an
13 order enjoining Chrysler from the unlawful practices described herein, a declaration that
14 Chrysler's conduct violates the Consumers Legal Remedies Act, and attorneys' fees and
15 costs of litigation.

16 **SECOND CAUSE OF ACTION**

17 **(For unlawful, unfair, and fraudulent business practices under 18 Business and Professions Code § 17200 *et seq.*)**

19 73. Plaintiff Velasco, on behalf of himself and all others similarly situated,
20 realleges as if fully set forth, each and every allegation set forth herein.

21 74. Chrysler's acts and practices, as alleged in this complaint, constitute
22 unlawful, unfair and/or fraudulent business practices, in violation of the Unfair
23 Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*

24 75. The business practices engaged in by Chrysler that violate the Unfair
25 Competition Law include failing to disclose, at the point of sale or otherwise, that the
26 TIPM is defective and poses a safety hazard.

27 76. Chrysler engaged in unlawful business practices by violating the Consumers
28 Legal Remedies Act, Civil Code sections 1750 *et seq.*

77. Chrysler engaged in unfair business practices by, among other things:

1 78. Engaging in conduct where the utility of that conduct is outweighed by the
2 gravity of the consequences to Plaintiff and other members of the class;

3 79. Engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or
4 substantially injurious to Plaintiff and other members of the class; and

5 80. Engaging in conduct that undermines or violates the stated policies
6 underlying the CLRA, which seeks to protect consumers against unfair and sharp
7 business practices and to promote a basic level of honesty and reliability in the
8 marketplace.

9 81. Chrysler engaged in fraudulent business practices by engaging in conduct
10 that was and is likely to deceive a reasonable consumer.

11 82. As a direct and proximate result of Chrysler's unlawful, unfair and
12 fraudulent business practices as alleged herein, Plaintiff Velasco and Class members have
13 suffered injury in fact and lost money or property, in that they purchased Class Vehicles
14 they otherwise would not have, paid more for Class Vehicles than they otherwise would,
15 paid for TIPM diagnoses, repairs, and replacements, and rental cars, and are left with
16 Class Vehicles of diminished value and utility because of the defect. Meanwhile,
17 Chrysler has sold more Class Vehicles than it otherwise could have and charged inflated
18 prices for Class Vehicles, unjustly enriching itself thereby.

19 83. Plaintiff and Class members are entitled to equitable relief, including
20 restitutionary disgorgement of all profits accruing to Chrysler because of its unlawful,
21 unfair and fraudulent, and deceptive practices, attorneys' fees and costs, declaratory
22 relief, and a permanent injunction enjoining Chrysler from its unlawful, unfair, fraudulent
23 and deceitful activity.

24 **THIRD CAUSE OF ACTION**

25 **(Violation of the Maryland Consumer Protection Act,
26 Md. Code Com. Law § 13-101, et seq.)**

27 84. Plaintiffs White and Young, on behalf of themselves and all others similarly
28 situated, reallege as if fully set forth, each and every allegation set forth herein.

85. Plaintiffs White and Young are "persons" within the meaning of the

1 Maryland Consumer Protection Act for all purposes therein.

2 86. Chrysler is a “person” within the meaning of the Maryland Consumer
3 Protection Act.

4 87. All of the conduct alleged herein occurred in the course of Chrysler’s
5 business and is part of a pattern or generalized course of conduct.

6 88. By failing to disclose, at the point of sale or otherwise, that the TIPM in
7 Class Vehicles is defective and poses a safety hazard, Chrysler has violated the Maryland
8 Consumer Protection Act.

9 89. Plaintiffs White and Young and the Class were injured by Chrysler’s
10 conduct. As a direct and proximate cause of Chrysler’s unfair methods of competition
11 and unfair and deceptive acts or practices, Plaintiffs White and Young and the Class have
12 suffered actual economic losses.

13 90. Pursuant to Md. Code Com. Law § 13-408, Plaintiffs White and Young and
14 the other Class members make claims for damages and attorneys’ fees.

15 **FOURTH CAUSE OF ACTION**

16 **(Violation of the Florida Deceptive and Unfair Trade Practices Act,
17 Fla. Stat. § 501.201, *et seq.*)**

18 91. Plaintiff Light, on behalf of himself and all others similarly situated,
19 realleges as if fully set forth, each and every allegation set forth herein.

20 92. Plaintiff Light and the other Class members are “consumers” within the
21 meaning of Fla. Stat. §501.203(7).

22 93. At all relevant times, Chrysler was engaged in trade or commerce within the
23 meaning of Fla. Stat. §501.203(8).

24 94. Chrysler’s violation of Florida’s Deceptive and Unfair Trade Practices Act
25 includes, failing to disclose, at the point of sale or otherwise, that the TIPM in Class
26 Vehicles is defective and poses a safety hazard.

27 95. Pursuant to Fla. Stat. §501.211(1), Plaintiff Light and the other Class
28 members seek a declaratory judgment and court order enjoining the above-described
wrongful acts and practices of Chrysler and for restitution and disgorgement.

1 96. Pursuant to Fla. Stat. §501.211(2) and 501.2105, Plaintiff Light and the
2 other Class members make claims for damages, attorneys' fees, and costs.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs, on Plaintiffs' own behalf and on behalf of the Class,
5 pray for judgment as follows:

- 6 a. For an order certifying the Plaintiff Class and appointing Plaintiffs and their
7 counsel to represent the Class;
- 8 b. For an order awarding Plaintiffs and the members of the Class damages,
9 consequential damages, specific performance, and/or rescission;
- 10 c. For an order awarding Plaintiffs and the members of the Class restitution, or
11 other equitable relief as the Court deems proper;
- 12 d. For an order enjoining Chrysler from continuing to engage in unlawful
13 business practices as alleged herein;
- 14 e. For an order awarding Plaintiffs and the members of the Class pre-judgment
15 and post-judgment interest;
- 16 f. For an order awarding Plaintiffs and the members of the Class reasonable
17 attorneys' fees and costs of suit, including expert witness fees; and
- 18 g. For an order awarding such other and further relief as this Court may deem
19 just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiffs hereby demand a trial by jury on all claims so triable.

22
23 DATED: November 1, 2013

Respectfully submitted,

24 **GIRARD GIBBS LLP**

25 By: 
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27 Eric H. Gibbs
28 Dylan Hughes
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